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**UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION**

**Amado Librado Pacheco,**

Case No. **CV '11 - 1154 MO**

**Plaintiff,**

**COMPLAINT**

**v.**

**Fair Labor Standards Act (29 U.S.C. §  
201 *et seq.*)  
Oregon Wage and Hour Laws  
Breach of Contract - Oregon Common  
Law**

**Beyond Green, L.L.C., an Oregon limited  
liability company, and Steve A. Hottovy,**

**Defendants.**

**DEMAND FOR JURY TRIAL**

**PRELIMINARY STATEMENT**

1. Amado Librado Pacheco ("Plaintiff") brings this action against Beyond Green, L.L.C. and Steve A. Hottovy ("Defendants") under the federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, for unpaid wages. Specifically, Plaintiff seeks wages due to

**COMPLAINT**

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him under the FLSA, 29 U.S.C. §§ 206, 207 and 216(b), and liquidated damages for failure to pay wages under 29 U.S.C. § 216(b).

2. Plaintiff also brings this action for unpaid wages and penalty damages under Oregon statutes (O.R.S. §§ 652.140, 652.150, 652.200, 653.025, 653.261 and 653.055).

3. Plaintiff also brings this action for breach of contract for Defendants' failure to pay him the agreed upon wage for all the work he performed for Defendants.

### **JURISDICTION**

4. Jurisdiction for the minimum wage claim exists under the FLSA, 29 U.S.C. § 216(b). Jurisdiction also exists under 28 U.S.C. § 1337 for claims arising under a federal statute regulating commerce.

5. The Court has supplemental jurisdiction under 28 U.S.C. § 1367 over the Oregon state claims because the state claims are so related to the federal claims as to form part of the same case or controversy under Article III of the United States Constitution.

### **PARTIES**

6. Amado Librado Pacheco was employed by Defendants between January 1, 2001, and June 14, 2009.

7. Beyond Green, L.L.C., is an Oregon limited liability company, with its principal place of business in Canby, Oregon. At all material times Defendant conducted a construction business in the state of Oregon, including the employment of Plaintiff.

8. Defendant Steve A. Hottovy is a natural person who resides in Yamhill County, Oregon. He managed the employment of plaintiff as the agent of Beyond Green, L.L.C., as its agent.

**FACTS**

9. Defendants employed Plaintiff from as early as January 2001 until as late as June 14, 2009.
10. Plaintiff performed nursery work for Defendants in the state of Oregon.
11. In his employment for Defendants, Plaintiff was engaged in the production of goods for interstate commerce.
12. Defendants did not pay the promised hourly wage for every hour worked by Plaintiff.
13. Defendants did not pay at least the federal or Oregon minimum wage for all hours worked by Plaintiff.
14. Defendants knew that they were not paying the federal or Oregon minimum wage to Plaintiff and did so deliberately and willfully.
15. Plaintiff has had to retain the services of an attorney to pursue his claims against Defendants.

**CLAIMS FOR RELIEF**

**(First Claim—Violation of FLSA)**

16. Under the FLSA, 29 U.S.C. § 201 *et seq.* at § 206, Defendants are required to pay Plaintiff the federal minimum wage for every hour he worked.
17. Under 29 U.S.C. § 216(b), Defendants owe Plaintiff unpaid wages and an amount equal to the unpaid wages as liquidated damages.
18. Plaintiffs are entitled to costs and reasonable attorney fees, in an amount to be determined at trial, pursuant to 29 U.S.C. § 216(b).

**(Second Claim—Violation of Oregon Minimum Wage Law)**

19. O.R.S. § 653.025 and O.A.R. 839-020-0010 require Defendants to pay Plaintiff at least the state minimum wage.

20. Plaintiff seeks relief pursuant to O.R.S. § 653.055, which states that an employer who violates O.R.S. § 653.025 is liable for unpaid wages, penalty wages equal to 240 times the hourly wage and reasonable attorney fees.

**(Third Claim for Relief—Breach of Contract)**

21. Oregon common law requires fulfillment of a contract entered into by two willing parties.

22. Plaintiff is entitled to damages incurred as a result of Defendant Beyond Green, L.L.C.'s breach of its employment contract with him.

**(Fourth Claim for Relief—Late Payment of Wages)**

23. O.R.S. § 652.140 and O.A.R. 839-001-0420 provide that all wages that have been earned but not paid become due and payable no later than at the next regularly scheduled payday after employment has terminated, or earlier if the employee was discharged or terminated by mutual agreement.

24. Under O.R.S. § 652.140 and O.A.R. 839-001-0420, Defendants owe Plaintiff unpaid wages.

25. Plaintiff seeks relief pursuant to O.R.S. § 652.150, which states that an employer who violates O.R.S. § 652.140 is liable for unpaid wages, statutory damages equal to 240 times their hourly wage and reasonable attorney fees.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs request judgment as follows:

1. Declare that Defendants violated the Fair Labor Standards Act and applicable Oregon laws by failing to pay minimum wages as alleged;
2. Award Plaintiff the amount due as a result of Defendants' failure to pay minimum wages due under the FLSA, and an equal amount in liquidated damages;
3. Award Plaintiff the amount due as a result of Defendants' failure to pay Oregon minimum wages, and an additional amount equal to 240 times Plaintiff's hourly wage;
4. Award Plaintiff the amount due as a result of Defendants' failure to pay wages promptly and an additional amount equal to 240 times Plaintiff's hourly wage;
5. Award Plaintiff the amount due as a result of Defendant Beyond Green, L.L.C.'s breach of its employment contract;
6. Award Plaintiff the costs of maintaining this suit, including his reasonable attorney fees; and
7. Grant such other relief as this Court deems just and proper.

Dated this 20 day of September, 2011.



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